

**Town of Tiverton, Rhode Island
Wastewater Collection Superintendent
Employment Contract**

AGREEMENT entered into this 29 day of JUNE 2006 by and between the Town of Tiverton, Rhode Island; a municipal corporation hereinafter referred to as the "Employer" and John Lincourt, hereinafter referred to as the "Employee". WHEREAS the Town Administrator, with the approval of the Tiverton Town Council acting in the best interest of the Employer, has agreed to enter into employment of the Employee, it is therefore now agreed that the following be affected:

1. TERM

The term of this agreement shall commence on July 1, 2006 and continue until and terminate on June 30, 2008. This contract is contingent on Employee maintaining certification throughout the life of the contract as a Grade 5C Wastewater Operator by the State of Massachusetts. In addition, the employee shall obtain the Grade 2 Wastewater Collection Certification from the New England Water Environment Association no later than June 30, 2007.

2. DUTIES

The Employee, working under the direction of the Director of Public Works and along with the Wastewater Management Commission, shall be responsible for administering that portion of the Town Code entitled "Sewers and Sewerage Disposal," also overall operation of Wastewater/Sewerage equipment and lines throughout the Town. The Employee shall perform various functions relating to the proper operation of the department and shall fulfill the responsibilities under Section 1010 of the Town of Tiverton Home Rule Charter and all applicable sections of the Tiverton Town Code. The job description for Wastewater Collection Superintendent is attached however, it is agreed the Employer may, from time to time, modify the duties should town demands warrant it. It is further agreed that attendance and participation at all Wastewater Management Commission meetings, and periodic Town Council meetings will be part of assigned duties, at the discretion of the Director of Public Works.

All such duties shall be performed regardless of time commitment unless specifically agreed to in writing by the Employer.

3. SALARY

The Employee shall receive the salary of \$52,785 per year beginning on the first day of July, 2006 and ending on June 30, 2007. A merit based salary increase shall be implemented in the second year of the contract, beginning on the first day of July, 2007 and ending on June 30, 2008.

The procedure for determining the level of merit based salary shall be performance related. The employee shall receive an increase in salary according to the following:

- | | |
|---|---------------|
| 1. Exceeds Requirements in all areas - | 4 ½% increase |
| 2. Exceeds Requirements in some areas - | 3 ½% increase |
| 3. Performs at the satisfactory level - | 3% increase |
| 4. Needs Improvement - | 0% increase |

All of the stated amounts are to be paid on a fortnightly basis. It is herein agreed and understood that in the event of termination of employment by either party the aforesaid annual salary shall be prorated on an annualized basis.

4. JOB EVALUATION

The Employer shall evaluate the job performance of the Employee at least once annually for the entire period of the agreement. The evaluation shall include a Five (5) tiered ranking system as follows:

1. Exceeds Requirements in all areas:
2. Exceeds Requirements in some areas:
3. Performs at the satisfactory level
4. Needs Improvement
5. Fails to meet minimum requirements/expectations

The Employer reserves the right to conduct a job evaluation at any time during the Term of the agreement.

5. RETIREMENT

The Employee shall participate in the Rhode Island Employees' Retirement System with contributions by the Employee to the plan being in accordance with the Employees' Retirement System.

6. VACATION

The Employee shall be entitled to vacation leave at the rate of fifteen (15) days per year accumulated at the rate of 1 and ¼ days per month. It is agreed that during the term of this contract the Employee may carry forward vacation leave up to an accumulated total of three (3) weeks.

7. SICK LEAVE/PERSONAL LEAVE

The employee shall be granted 15 sick days per year. Leave may be accumulated for the term of this contract. Sick leave will be accumulated at the rate of 1 and ¼ days per month. There shall be no cash value to any accumulated sick leave at any time during this agreement period. The Employer may require a physician's certificate after five (5) consecutive days of absence from employment due to illness.

The Employee shall be granted three (3) personal days per year.

8. **BEREAVEMENT LEAVE**

The employee may be absent for three consecutive business days (with full pay) in the case of death of a father, mother, brother, sister, wife, child, step-child or grand child. Two days for father-in-law or mother-in-law or a grandparent. Additional time may be granted at the discretion of the Town Administrator for any Bereavement leave.

9. **LIABILITY INSURANCE**

The Employee shall be covered by the Town of Tiverton Public Liability Insurance Policy and shall be indemnified and held harmless for losses and expenses incurred or sustained by the Employee in consequence of the proper discharge of duties of the office and while acting in the capacity of his employment.

10. **HOLIDAYS**

The Employee shall be entitled to time off with pay for the following holidays:

New Year's Day	Martin Luther King Day
President's Day	Good Friday (one half day)
Memorial Day	Independence Day
Victory Day	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day	Day after Thanksgiving
Half Day before Christmas	Christmas Day

10. **LIFE INSURANCE**

The Employee shall be entitled to term life insurance coverage in the amount of \$50,000 for the period of this agreement.

11. **HEALTH INSURANCE**

The Employee shall be entitled to Health Insurance (Blue Cross Healthmate Coast to Coast and Delta Dental) for an individual plan coverage at the expense of the Employer for the period of this agreement. Should the Employee choose to have family plan coverage, he shall participate in the payment of such premium at a rate of 15% for the increment between the individual plan coverage and the family plan coverage. The Employer reserves the right to provide comparable coverage during the period of this agreement using another plan provider. In lieu of this benefit, the Employee may choose to be compensated at the rate of \$3,000.00 per year with such compensation being disbursed in equal fortnightly amounts.

for both plans.
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12. **CONTINUING EDUCATION**

The Employee shall be reimbursed \$950 per year for costs associated with continuing education as related to the position of Wastewater Collection Superintendent, at the discretion of the Town Administrator. This sum may be carried forward for the duration of this contract.

13. SUSPENSION/TERMINATION

Notwithstanding the term of this employment contract, termination or suspension may occur either by:

- a) Retirement of the EMPLOYEE;
In the event of retirement of the EMPLOYEE, the employee shall notify the EMPLOYER at least sixty (60) days prior to the date of the retirement or within such other time period as may be mutually agreeable to the parties. All obligations and agreements of the parties as contained in this Agreement shall cease as of the date of the retirement.
- b) Death of Employee;
- c) Employee may be terminated or suspended for willful non-compliance with any provisions of Rhode Island law or the Tiverton Home Rule Charter including, but not limited to, those provisions which relate to the Employee's qualifications for holding the position of Wastewater Collection Superintendent.
- d) Disability of Employee
In the event of disability by illness or physical or mental incapacity of the Employee to perform his duties and obligations as prescribed under the contract, which disability exists or is likely to exist for a period of more than six (6) months during the term of this agreement, the Employer may, in its discretion, make a proportionate deduction from the Employee's salary, subject to the Employee's entitlement to sick leave or other applicable benefits accrued to the Employee. In the event the disability of the Employee continues for a period of one (1) year or more or if the disability is determined to be permanent by competent medical physician via documentation (at least two physicians specializing in the area of the claimed disability other than the Employee's treating physician), the Employer may terminate the Agreement at its option with notice to the Employee and all obligations of the Employer for payment of salary and other benefits shall cease.
- e) Termination for Malfeasance
Employee may be terminated or suspended during the term of this contract for one or more of the following reasons: (1) conviction of any felony (2) repeated failure to comply with established Employer policy (3) insubordination and/or (4) continuing neglect of duties
- f) Termination for Performance Deficiency
Employee may be terminated or suspended for failure to perform assigned duties to the satisfaction of the Town Administrator.

The Town Administrator may terminate Employee or suspend Employee for a designated period of time in accordance with this section. Any such termination or suspension of

EMPLOYEE during the term of this agreement prior to its termination date shall be governed by Section 1210 of the Town of Tiverton Home Rule Charter.

14. **STATUS REPORT**

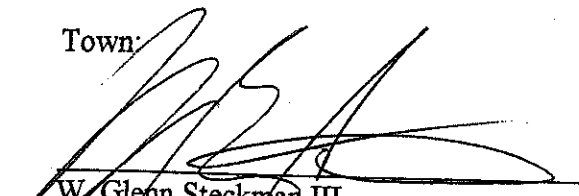
Prior to the issuance of the employee's final paycheck, the employee shall submit a written report to the Director of Public Works, which details the status of the Wastewater system and related operations. This shall include, but not be limited to, an assessment of operations, status of the wastewater budget, descriptions of pending and awarded grants, description of pending and special projects, and details of unresolved issues.

15. **RENEWAL**


The EMPLOYER shall consider renewal of the EMPLOYEE'S employment only during the last 3 months of the Employee's employment contract. Not later than 30 days prior to the end of the last year of the Employee's employment contract, the Employer shall notify the Employee in writing whether the Employer elects to renew or not renew the employment contract or offer Employee a new employment contract.

This agreement is executed this 29 day of June 2006, by:

Town:


W. Glenn Steckman III
Town Administrator

Employee.


John P. Lincourt
Employee